

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SUSHMITA BIT and VASU BALAKRISHNAN,

Case No. 18-cv-03908 (JS)(SIL)

Plaintiffs,

**ANSWER TO PLAINTIFFS'
COMPLAINT**

-against-

PARMJIT SINGH, ALL AROUND LOGISTICS, INC.,
and AMERI FREIGHT GROUP INC.,

Defendants.

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Defendants, PARMJIT SINGH, ALL AROUND LOGISTICS, INC., and AMERI FREIGHT GROUP, INC. (collectively the “Defendants”), by their counsel, Kaufman Dolowich & Voluck, LLP, as and for their Answer to the Complaint and Jury Demand of SUSHMITA BIT and VASU BALAKRISHNAN (collectively the “Plaintiffs”) (hereinafter “the Complaint”), sets forth the following:

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“INTRODUCTION”**

1. Defendants deny the allegations contained in Paragraph 1 of the Complaint.
2. Defendants deny the allegations contained in Paragraph 2 of the Complaint.
3. Defendants deny the allegations contained in Paragraph 3 of the Complaint.
4. Defendants deny the allegations contained in Paragraph 4 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“JURISDICTION AND VENUE”**

5. Defendants neither admit nor deny the allegations contained in Paragraph 5 of the Complaint as they consist of legal conclusions to which no response is required.
6. Defendants neither admit nor deny the allegations contained in Paragraph 6 of the Complaint as they consist of legal conclusions to which no response is required.

7. Defendants neither admit nor deny the allegations contained in Paragraph 7 of the Complaint as they consist of legal conclusions to which no response is required.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“THE PARTIES”**

8. Defendants deny knowledge or information concerning the allegations contained in Paragraph 8 of the Complaint.
9. Defendants deny knowledge or information concerning the allegations contained in Paragraph 9 of the Complaint.
10. Defendants deny knowledge or information concerning the allegations contained in Paragraph 10 of the Complaint.
11. Defendants deny the allegations contained in Paragraph 11 of the Complaint.
12. Defendants admit the allegations contained in Paragraph 12 of the Complaint.
13. Defendants deny the allegations contained in Paragraph 13 of the Complaint.
14. Defendants deny the allegations contained in Paragraph 14 of the Complaint.
15. Defendants deny the allegations contained in Paragraph 15 of the Complaint.
16. Defendants deny the allegations contained in Paragraph 16 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“STATEMENT OF FACTS”**

17. Defendants deny knowledge or information concerning the allegations contained in Paragraph 17 of the Complaint.
18. Defendants deny knowledge or information concerning the allegations contained in Paragraph 18 of the Complaint.
19. Defendants deny knowledge or information concerning the allegations contained in Paragraph 19 of the Complaint.

20. Defendants deny knowledge or information concerning the allegations contained in Paragraph 20 of the Complaint.
21. Defendants deny knowledge or information concerning the allegations contained in Paragraph 21 of the Complaint.
22. Defendants deny knowledge or information concerning the allegations contained in Paragraph 22 of the Complaint.
23. Defendants deny knowledge or information concerning the allegations contained in Paragraph 23 of the Complaint.
24. Defendants deny knowledge or information concerning the allegations contained in Paragraph 24 of the Complaint.
25. Defendants deny the allegations contained in Paragraph 25 of the Complaint.
26. Defendants deny the allegations contained in Paragraph 26 of the Complaint.
27. Defendants deny the allegations contained in Paragraph 27 of the Complaint.
28. Defendants deny the allegations contained in Paragraph 28 of the Complaint.
29. Defendants deny the allegations contained in Paragraph 29 of the Complaint.
30. Defendants deny the allegations contained in Paragraph 30 of the Complaint.
31. Defendants deny the allegations contained in Paragraph 31 of the Complaint.
32. Defendants deny the allegations contained in Paragraph 32 of the Complaint.
33. Defendants deny the allegations contained in Paragraph 33 of the Complaint.
34. Defendants deny knowledge or information concerning the allegations contained in Paragraph 34 of the Complaint.
35. Defendants deny the allegations contained in Paragraph 35 of the Complaint.
36. Defendants admit the allegations contained in Paragraph 36 of the Complaint.

37. Defendants deny the allegations contained in Paragraph 37 of the Complaint.
38. Defendants deny the allegations contained in Paragraph 38 of the Complaint.
39. Defendants deny the allegations contained in Paragraph 39 of the Complaint.
40. Defendants deny the allegations contained in Paragraph 40 of the Complaint.
41. Defendants deny the allegations contained in Paragraph 41 of the Complaint.
42. Defendants deny the allegations contained in Paragraph 42 of the Complaint.
43. Defendants deny the allegations contained in Paragraph 43 of the Complaint.
44. Defendants deny the allegations contained in Paragraph 44 of the Complaint.
45. Defendants deny the allegations contained in Paragraph 45 of the Complaint.
46. Defendants deny the allegations contained in Paragraph 46 of the Complaint.
47. Defendants deny the allegations contained in Paragraph 47 of the Complaint.
48. Defendants deny the allegations contained in Paragraph 48 of the Complaint.
49. Defendants deny the allegations contained in Paragraph 49 of the Complaint.
50. Defendants deny the allegations contained in Paragraph 50 of the Complaint.
51. Defendants deny the allegations contained in Paragraph 51 of the Complaint.
52. Defendants deny the allegations contained in Paragraph 52 of the Complaint.
53. Defendants deny the allegations contained in Paragraph 53 of the Complaint.
54. Defendants deny the allegations contained in Paragraph 54 of the Complaint.
55. Defendants deny the allegations contained in Paragraph 55 of the Complaint.
56. Defendants deny the allegations contained in Paragraph 56 of the Complaint.
57. Defendants deny the allegations contained in Paragraph 57 of the Complaint.

58. To the extent that the allegations contained in Paragraph 58 of the Complaint are premised on a purported promise by Parmjit Singh to provide an agreement to Plaintiffs, Defendants deny the allegations.

59. To the extent that the allegations contained in Paragraph 59 of the Complaint are premised on a purported promise by Parmjit Singh to provide an agreement to Plaintiffs, Defendants deny the allegations.

60. Defendants deny the allegations contained in Paragraph 60 of the Complaint.

61. Defendants deny the allegations contained in Paragraph 61 of the Complaint.

62. Defendants deny the allegations contained in Paragraph 62 of the Complaint.

63. Defendants deny the allegations contained in Paragraph 63 of the Complaint.

64. Defendants deny the allegations contained in Paragraph 64 of the Complaint.

65. Defendants deny the allegations contained in Paragraph 65 of the Complaint.

66. Defendants deny the allegations contained in Paragraph 66 of the Complaint.

67. Defendants deny knowledge or information concerning the allegations contained in Paragraph 67 of the Complaint.

68. Defendants deny the allegations contained in Paragraph 68 of the Complaint.

69. Defendants deny the allegations contained in Paragraph 69 of the Complaint.

70. Defendants deny the allegations contained in Paragraph 70 of the Complaint.

71. Defendants deny the allegations contained in Paragraph 71 of the Complaint.

72. Defendants deny the allegations contained in Paragraph 72 of the Complaint.

73. Defendants deny the allegations contained in Paragraph 73 of the Complaint.

74. Defendants deny the allegations contained in Paragraph 74 of the Complaint.

75. Defendants deny the allegations contained in Paragraph 75 of the Complaint.

76. Defendants deny the allegations contained in Paragraph 76 of the Complaint.
77. Defendants deny the allegations contained in Paragraph 77 of the Complaint.
78. Defendants deny the allegations contained in Paragraph 78 of the Complaint.
79. Defendants deny the allegations contained in Paragraph 79 of the Complaint.
80. Defendants deny the allegations contained in Paragraph 80 of the Complaint.
81. Defendants deny the allegations contained in Paragraph 81 of the Complaint.
82. Defendants deny the allegations contained in Paragraph 82 of the Complaint.
83. Defendants deny the allegations contained in Paragraph 83 of the Complaint.
84. Defendants deny the allegations contained in Paragraph 84 of the Complaint.
85. Defendants deny the allegations contained in Paragraph 85 of the Complaint.
86. Defendants deny the allegations contained in Paragraph 86 of the Complaint.
87. Defendants deny the allegations contained in Paragraph 87 of the Complaint.
88. Defendants deny the allegations contained in Paragraph 88 of the Complaint.
89. Defendants deny the allegations contained in Paragraph 89 of the Complaint.
90. Defendants deny the allegations contained in Paragraph 90 of the Complaint.
91. Defendants deny the allegations contained in Paragraph 91 of the Complaint, except admit that they always had Plaintiffs' best interests in mind and would not take action to jeopardize Plaintiffs.
92. Defendants deny the allegations contained in Paragraph 92 of the Complaint.
93. Defendants deny the allegations contained in Paragraph 93 of the Complaint.
94. Defendants deny the allegations contained in Paragraph 94 of the Complaint.
95. Defendants deny the allegations contained in Paragraph 95 of the Complaint.
96. Defendants deny the allegations contained in Paragraph 96 of the Complaint.

97. Defendants deny the allegations contained in Paragraph 97 of the Complaint.

98. Defendants deny knowledge or information concerning the allegations contained in Paragraph 98 of the Complaint.

99. Defendants deny the allegations contained in Paragraph 99 of the Complaint.

100. Defendants deny the allegations contained in Paragraph 100 of the Complaint.

101. Defendants deny the allegations contained in Paragraph 101 of the Complaint.

102. Defendants deny the allegations contained in Paragraph 102 of the Complaint.

103. Defendants deny the allegations contained in Paragraph 103 of the Complaint.

104. Defendants deny the allegations contained in Paragraph 104 of the Complaint.

105. Defendants deny the allegations contained in Paragraph 105 of the Complaint.

106. Defendants deny the allegations contained in Paragraph 106 of the Complaint.

107. Defendants deny the allegations contained in Paragraph 107 of the Complaint.

108. Defendants deny the allegations contained in Paragraph 108 of the Complaint to the extent such allegations presuppose that Plaintiffs performed work that warranted payment of wages.

109. Defendants deny the allegations contained in Paragraph 109 of the Complaint.

110. Defendants deny the allegations contained in Paragraph 110 of the Complaint to the extent such allegations presuppose that Plaintiffs performed work that warranted payment of wages.

111. Defendants deny the allegations contained in Paragraph 111 of the Complaint.

112. Defendants deny the allegations contained in Paragraph 112 of the Complaint.

113. Defendants deny the allegations contained in Paragraph 113 of the Complaint.

114. Defendants deny the allegations contained in Paragraph 114 of the Complaint.

115. Defendants deny the allegations contained in Paragraph 115 of the Complaint.
116. Defendants admit the allegations contained in Paragraph 116 of the Complaint.
117. Defendants deny the allegations contained in Paragraph 117 of the Complaint.
118. Defendants deny knowledge or information concerning the allegations contained in Paragraph 118 of the Complaint.
119. Defendants deny the allegations contained in Paragraph 119 of the Complaint.
120. Defendants deny the allegations contained in Paragraph 120 of the Complaint.
121. Defendants deny the allegations contained in Paragraph 121 of the Complaint.
122. Defendants deny the allegations contained in Paragraph 122 of the Complaint.
123. Defendants deny the allegations contained in Paragraph 123 of the Complaint to the extent such allegations presuppose that Parmjit Singh had any agreement with Plaintiffs that he would make efforts to obtain visas and/or green cards for Plaintiffs and Plaintiffs' son.
124. Defendants deny the allegations contained in Paragraph 124 of the Complaint.
125. Defendants deny the allegations contained in Paragraph 125 of the Complaint.
126. Defendants deny the allegations contained in Paragraph 126 of the Complaint.
127. Defendants deny the allegations contained in Paragraph 127 of the Complaint.
128. Defendants deny the allegations contained in Paragraph 128 of the Complaint.
129. Defendants deny the allegations contained in Paragraph 129 of the Complaint.
130. Defendants deny the allegations contained in Paragraph 130 of the Complaint.
131. Defendants deny the allegations contained in Paragraph 131 of the Complaint.
132. Defendants deny the allegations contained in Paragraph 132 of the Complaint.
133. Defendants deny the allegations contained in Paragraph 133 of the Complaint.

- 134. Defendants deny the allegations contained in Paragraph 134 of the Complaint.
- 135. Defendants deny the allegations contained in Paragraph 135 of the Complaint.
- 136. Defendants deny the allegations contained in Paragraph 136 of the Complaint.
- 137. Defendants deny the allegations contained in Paragraph 137 of the Complaint.
- 138. Defendants deny knowledge or information concerning the allegations contained in Paragraph 138 of the Complaint.
- 139. Defendants deny the allegations contained in Paragraph 139 of the Complaint.
- 140. Defendants deny the allegations contained in Paragraph 140 of the Complaint.
- 141. Defendants deny the allegations contained in Paragraph 141 of the Complaint.
- 142. Defendants deny the allegations contained in Paragraph 142 of the Complaint.
- 143. Defendants deny the allegations contained in Paragraph 143 of the Complaint.
- 144. Defendants deny the allegations contained in Paragraph 144 of the Complaint.
- 145. Defendants deny the allegations contained in Paragraph 145 of the Complaint.
- 146. Defendants deny knowledge or information concerning the allegations contained in Paragraph 146 of the Complaint.
- 147. Defendants deny the allegations contained in Paragraph 147 of the Complaint.
- 148. Defendants deny the allegations contained in Paragraph 148 of the Complaint.
- 149. Defendants deny knowledge or information concerning the allegations contained in Paragraph 149 of the Complaint.
- 150. Defendants deny knowledge or information concerning the allegations contained in Paragraph 150 of the Complaint.
- 151. Defendants deny knowledge or information concerning the allegations contained in Paragraph 151 of the Complaint.

152. Defendants deny the allegations contained in Paragraph 152 of the Complaint to the extent such allegations presuppose that Parmjit Singh engaged in any criminal conduct.

153. Defendants deny the allegations contained in Paragraph 153 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“FIRST CAUSE OF ACTION TRAFFICKING VICTIMS PROTECTION ACT
 (“TVPRA”) FORCED LABOR: 18 U.S.C. §§ 1589, 1595”**

154. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

155. Defendants neither admit nor deny the allegations contained in Paragraph 155 of the Complaint as they consist of legal conclusions to which no response is required.

156. Defendants deny the allegations contained in Paragraph 156 of the Complaint.

157. Defendants neither admit nor deny the allegations contained in Paragraph 157 of the Complaint as they consist of legal conclusions to which no response is required.

158. Defendants deny the allegations contained in Paragraph 158 of the Complaint.

159. Defendants deny the allegations contained in Paragraph 159 of the Complaint.

160. Defendants deny the allegations contained in Paragraph 160 of the Complaint.

161. Defendants deny the allegations contained in Paragraph 161 of the Complaint.

162. Defendants deny knowledge or information concerning the allegations contained in Paragraph 162 of the Complaint.

163. Defendants deny the allegations contained in Paragraph 163 of the Complaint.

164. Defendants deny the allegations contained in Paragraph 164 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“SECOND CAUSE OF ACTION N.Y. Penal L. § 135.35, N.Y. Soc. Serv. L. § 483-
bb”**

165. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

166. Defendants deny the allegations contained in Paragraph 166 of the Complaint.

167. Defendants deny the allegations contained in Paragraph 167 of the Complaint.

168. Defendants deny knowledge or information concerning the allegations contained in Paragraph 168 of the Complaint.

169. Defendants deny the allegations contained in Paragraph 169 of the Complaint.

170. Defendants deny the allegations contained in Paragraph 170 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“THIRD CAUSE OF ACTION Fair Labor Standards Act (“FLSA”) Minimum
Wage Violations 29 U.S.C. §§ 201 *et seq.*”**

171. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

172. Defendants deny the allegations contained in Paragraph 172 of the Complaint.

173. Defendants deny the allegations contained in Paragraph 173 of the Complaint.

174. Defendants deny the allegations contained in Paragraph 174 of the Complaint.

175. Defendants deny the allegations contained in Paragraph 175 of the Complaint.

176. Defendants neither admit nor deny the allegations contained in Paragraph 176 of the Complaint as they consist of legal conclusions to which no response is required.

177. Defendants deny the allegations contained in Paragraph 177 of the Complaint.

178. Defendants deny the allegations contained in Paragraph 178 of the Complaint.

179. Defendants deny the allegations contained in Paragraph 179 of the Complaint.

180. Defendants deny the allegations contained in Paragraph 180 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“FOURTH CAUSE OF ACTION FLSA Overtime Wage Violations 29 U.S.C. §§ 201
et seq.”**

181. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

182. Defendants deny the allegations contained in Paragraph 182 of the Complaint.

183. Defendants deny the allegations contained in Paragraph 183 of the Complaint.

184. Defendants deny the allegations contained in Paragraph 184 of the Complaint.

185. Defendants deny the allegations contained in Paragraph 185 of the Complaint.

186. Defendants deny the allegations contained in Paragraph 186 of the Complaint.

187. Defendants deny the allegations contained in Paragraph 187 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“FIFTH CAUSE OF ACTION New York State Minimum Wage Law N.Y. LAB. L.
§§ 650 et seq.”**

188. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

189. Defendants deny the allegations contained in Paragraph 189 of the Complaint.

190. Defendants deny the allegations contained in Paragraph 190 of the Complaint.

191. Defendants deny the allegations contained in Paragraph 191 of the Complaint.

192. Defendants deny the allegations contained in Paragraph 192 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“SIXTH CAUSE OF ACTION New York State Unpaid Overtime Wages N.Y. LAB.
L. §§ 650 et seq.”**

193. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

194. Defendants deny the allegations contained in Paragraph 194 of the Complaint.

195. Defendants deny the allegations contained in Paragraph 195 of the Complaint.

196. Defendants neither admit nor deny the allegations contained in Paragraph 196 of the Complaint as they consist of legal conclusions to which no response is required.

197. Defendants deny the allegations contained in Paragraph 197 of the Complaint.

198. Defendants deny the allegations contained in Paragraph 198 of the Complaint.

199. Defendants deny the allegations contained in Paragraph 199 of the Complaint.

200. Defendants deny the allegations contained in Paragraph 200 of the Complaint.

201. Defendants deny the allegations contained in Paragraph 201 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“SEVENTH CAUSE OF ACTION New York Wage Theft Prevention Act N.Y.
LAB. L. § 195”**

202. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

203. Defendants deny the allegations contained in Paragraph 203 of the Complaint.

204. Defendants deny the allegations contained in Paragraph 204 of the Complaint.

205. Defendants neither admit nor deny the allegations contained in Paragraph 205 of the Complaint as they consist of legal conclusions to which no response is required.

206. Defendants deny the allegations contained in Paragraph 206 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“EIGHTH CAUSE OF ACTION New York Non-Payment of Wages N.Y. LAB. §
198(1-a)”**

207. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

208. Defendants deny the allegations contained in Paragraph 208 of the Complaint.

209. Defendants deny the allegations contained in Paragraph 209 of the Complaint.

210. Defendants deny the allegations contained in Paragraph 210 of the Complaint.

211. Defendants deny the allegations contained in Paragraph 211 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“NINTH CAUSE OF ACTION Retaliation N.Y. LAB. L. § 215”**

212. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

213. Defendants neither admit nor deny the allegations contained in Paragraph 213 of the Complaint as they consist of legal conclusions to which no response is required.

214. Defendants neither admit nor deny the allegations contained in Paragraph 214 of the Complaint as they consist of legal conclusions to which no response is required.

215. Defendants deny the allegations contained in Paragraph 215 of the Complaint.

216. Defendants deny the allegations contained in Paragraph 216 of the Complaint.

217. Defendants deny the allegations contained in Paragraph 217 of the Complaint.

218. Defendants deny the allegations contained in Paragraph 218 of the Complaint.

219. Defendants deny the allegations contained in Paragraph 219 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“TENTH CAUSE OF ACTION Fraud”**

220. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

221. Defendants deny the allegations contained in Paragraph 221 of the Complaint.

222. Defendants deny the allegations contained in Paragraph 222 of the Complaint.

223. Defendants deny the allegations contained in Paragraph 223 of the Complaint.

224. Defendants deny the allegations contained in Paragraph 224 of the Complaint.

225. Defendants deny the allegations contained in Paragraph 225 of the Complaint.

226. Defendants deny the allegations contained in Paragraph 226 of the Complaint to the extent such allegations refer to Ameri Freight's ability to sponsor Plaintiffs for a visa and to the extent such allegations presuppose that Plaintiffs performed work that warranted payment of wages.

227. Defendants deny the allegations contained in Paragraph 227 of the Complaint.

228. Defendants deny the allegations contained in Paragraph 228 of the Complaint.

229. Defendants deny the allegations contained in Paragraph 229 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
"ELEVENTH CAUSE OF ACTION Conversion"**

230. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

231. Defendants deny the allegations contained in Paragraph 231 of the Complaint.

232. Defendants deny the allegations contained in Paragraph 232 of the Complaint.

233. Defendants deny the allegations contained in Paragraph 233 of the Complaint.

234. Defendants deny the allegations contained in Paragraph 234 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
"TWELFTH CAUSE OF ACTION Unjust Enrichment"**

235. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

236. Defendants deny the allegations contained in Paragraph 236 of the Complaint.

237. Defendants deny the allegations contained in Paragraph 237 of the Complaint.

238. Defendants deny the allegations contained in Paragraph 238 of the Complaint.

239. Defendants deny the allegations contained in Paragraph 239 of the Complaint.

240. Defendants deny the allegations contained in Paragraph 240 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“THIRTEENTH CAUSE OF ACTION Breach of Contract – Employment Visas
and/or Green Cards”**

241. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

242. Defendants deny the allegations contained in Paragraph 242 of the Complaint.

243. Defendants deny the allegations contained in Paragraph 243 of the Complaint.

244. Defendants deny the allegations contained in Paragraph 244 of the Complaint.

245. Defendants deny the allegations contained in Paragraph 245 of the Complaint.

246. Defendants deny the allegations contained in Paragraph 246 of the Complaint.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“FOURTEENTH CAUSE OF ACTION Breach of Contract - Compensation”**

247. Defendants repeat and re-allege each and every response to every allegation set forth in the preceding Paragraphs as though set forth at length herein.

248. Defendants deny the allegations contained in Paragraph 248 of the Complaint.

249. Defendants deny the allegations contained in Paragraph 249 of the Complaint.

250. Defendants deny the allegations contained in Paragraph 250 of the Complaint.

251. Defendants deny the allegations contained in Paragraph 251 of the Complaint.

252. Defendants deny the allegations contained in Paragraph 252 of the Complaint.

AS AND FOR AN ANSWER TO THE “WHEREFORE” SECTION

253. Defendants deny the allegations contained in Paragraph (a) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

254. Defendants deny the allegations contained in Paragraph (b) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

255. Defendants deny the allegations contained in Paragraph (c) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

256. Defendants deny the allegations contained in Paragraph (d) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

257. Defendants deny the allegations contained in Paragraph (e) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

258. Defendants deny the allegations contained in Paragraph (f) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

259. Defendants deny the allegations contained in Paragraph (g) of the Complaint, and submit that Plaintiffs are not entitled to any relief whatsoever.

**AS AND FOR AN ANSWER TO THE SECTION TITLED
“DEMAND FOR JURY TRIAL”**

260. Defendants neither admit nor deny the allegations contained in the “DEMAND FOR JURY TRIAL” section of the Complaint as they consist of a legal conclusion to which no response is required.

**STATEMENT OF AFFIRMATIVE DEFENSES
AND OTHER DEFENSES**

261. Defendants reserve the right to plead additional separate and affirmative defenses, which may be ascertained during the course of discovery in this action or otherwise. Defendants assert the following affirmative and other defenses without assuming any burden of production or proof that they would not otherwise have.

AS AND FOR DEFENDANTS’ FIRST AFFIRMATIVE DEFENSE

262. Plaintiffs’ claims are barred to the extent they have failed to state a claim upon which relief can be granted.

AS AND FOR DEFENDANTS' SECOND AFFIRMATIVE DEFENSE

263. To the extent that the period of time alluded to in the Complaint, or the period of time alleged later in this action, predates the limitations period contained in Section 6(a) of the Portal-to-Portal Act, 29 U.S.C § 255(a), or any similar state labor law, such claims of Plaintiffs are barred.

AS AND FOR DEFENDANTS' THIRD AFFIRMATIVE DEFENSE

264. To the extent that Defendants' actions taken in connection with Plaintiffs' compensation were done in good faith in conformity with and reliance upon written administrative regulations, orders, rulings, approvals, interpretations, and written and unwritten administrative practices or enforcement policies of the Administrator of the Wage and Hour Division of the United States Department of Labor or New York Department of Labor, Plaintiffs' claims are barred in whole or in part by the provisions of Section 10 of the Portal-to-Portal Act, 29 U.S.C. §§ 258 and 259.

AS AND FOR DEFENDANTS' FOURTH AFFIRMATIVE DEFENSE

265. To the extent that any acts or omissions giving rise to this action were done in good faith and with reasonable grounds for believing that the acts or omissions were not a violation of the Fair Labor Standards Act ("FLSA") or New York Labor Law ("NYLL"), Plaintiffs' claims are barred in whole or in part by the provisions of Section 11 of the Portal-to-Portal Act, 29 U.S.C. § 260 and/or the provisions of NYLL § 198.

AS AND FOR DEFENDANTS' FIFTH AFFIRMATIVE DEFENSE

266. Defendants assert a lack of willfulness or intent to violate the FLSA or NYLL as a defense to any claim by Plaintiffs for liquidated damages to the extent they acted in good

faith to comply with the FLSA and NYLL and with reasonable grounds to believe that its actions did not violate the FLSA or NYLL.

AS AND FOR DEFENDANTS' SIXTH AFFIRMATIVE DEFENSE

267. Plaintiffs' claims are barred in whole or in part to the extent that the work Plaintiffs performed falls within exemptions, exclusions, exceptions, offsets or credits permissible under the FLSA or NYLL, including but not limited to those provided for in 29 U.S.C. §§ 207, 213, and its state law equivalents.

AS AND FOR DEFENDANTS' SEVENTH AFFIRMATIVE DEFENSE

268. To the extent applicable, Plaintiffs' claims are barred by the doctrines of waiver, unclean hands, estoppel, and/or laches.

AS AND FOR DEFENDANTS' EIGHTH AFFIRMATIVE DEFENSE

269. To the extent that any of the activities alleged in the Complaint do not constitute compensable work under the FLSA and/or other applicable state laws, and furthermore, to the extent that such activities were not an integral and indispensable part of Plaintiffs' principal activities of employment, they are not compensable.

AS AND FOR DEFENDANTS' NINTH AFFIRMATIVE DEFENSE

270. Plaintiffs' claims are barred in whole or in part by the provisions of Section 4 of the Portal-to-Portal Act, 29 U.S.C. § 254, as to all hours during which Plaintiff was engaged in activities which were preliminary or postliminary to Plaintiffs' principal activities or incidental to them.

AS AND FOR DEFENDANTS' TENTH AFFIRMATIVE DEFENSE

271. Plaintiffs' claims are barred in whole or in part by the doctrine of *de minimis non curat lex*.

AS AND FOR DEFENDANTS' ELEVENTH AFFIRMATIVE DEFENSE

272. Plaintiffs' were not Defendants' employees under the FLSA and/or NYLL.

AS AND FOR DEFENDANTS' TWELFTH AFFIRMATIVE DEFENSE

273. Supplemental or pendant jurisdiction should not be exercised over Plaintiffs' NYLL claims or over Plaintiff's claims pursuant to N.Y. Penal L. § 135.35 and N.Y. Soc. Serv. L. § 483-bb (the "New York Trafficking Statutes").

AS AND FOR DEFENDANTS' THIRTEENTH AFFIRMATIVE DEFENSE

274. To the extent Defendants failed to provide Plaintiffs with notices required by NYLL § 195(1) but made complete and timely payment of all wages due pursuant to the NYLL, Plaintiffs are not entitled to any damages due to a failure to provide notices.

AS AND FOR DEFENDANTS' FOURTEENTH AFFIRMATIVE DEFENSE

275. Defendants have not willfully failed to pay Plaintiffs wages and/or monies claimed to be due, and there is a *bona fide*, good faith dispute with respect to Defendants' obligation to pay any sum that may be alleged to be due.

AS AND FOR DEFENDANTS' FIFTEENTH AFFIRMATIVE DEFENSE

276. Plaintiffs are not entitled to an award of prejudgment interest if they prevail on any or all of the stated claims to the extent such interest is not permitted by the applicable statute.

AS AND FOR DEFENDANTS' SIXTEENTH AFFIRMATIVE DEFENSE

277. Defendants were not Plaintiffs' employers under the FLSA and/or NYLL.

AS AND FOR DEFENDANTS' SEVENTEENTH AFFIRMATIVE DEFENSE

278. To the extent that discovery reveals that Plaintiffs falsely reported their hours, and there is no evidence that Defendants required the false reporting of hours; no evidence that Defendants encouraged Plaintiffs to falsely report their hours; and no evidence that Defendants knew or should have known that Plaintiffs were providing false information as to their hours, Defendants hereby invoke the doctrines of estoppel and avoidable consequences to bar the claims asserted by Plaintiffs.

AS AND FOR DEFENDANTS' EIGHTEENTH AFFIRMATIVE DEFENSE

279. To the extent that Defendants are or were neither an "enterprise engaged in commerce or in the production of goods for commerce" under the FLSA and Plaintiffs were neither "engaged in commerce or in the production of goods for commerce" under the FLSA for Defendants, Defendants were not obligated to pay overtime to Plaintiffs under the FLSA.

AS AND FOR DEFENDANTS' NINETEENTH AFFIRMATIVE DEFENSE

280. Plaintiffs' claims in the Complaint are barred in whole or in part to the extent that such claims have been released, waived, discharged and/or abandoned.

AS AND FOR DEFENDANTS' TWENTIETH AFFIRMATIVE DEFENSE

281. Assuming *arguendo* that Plaintiffs are entitled to recover additional compensation for themselves, to the extent Defendants have not willfully or intentionally failed to pay

such additional compensation, the remedies available to Plaintiffs are appropriately limited thereby.

AS AND FOR DEFENDANTS' TWENTY-FIRST AFFIRMATIVE DEFENSE

282. To the extent Defendants failed to provide Plaintiffs with notices required by NYLL § 195(1) but reasonably believed in good faith that it was not required to provide Plaintiffs with such notices, Plaintiffs are not entitled to any damages due to a failure to provide notices.

AS AND FOR DEFENDANTS' TWENTY-SECOND AFFIRMATIVE DEFENSE

283. Plaintiffs' claims are barred to the extent the applicable statutes of limitations have expired.

AS AND FOR DEFENDANTS' TWENTY-THIRD AFFIRMATIVE DEFENSE

284. To the extent Defendants did not intend to cause Plaintiffs to believe that they would suffer serious harm if they failed to work for Defendants, Plaintiffs' claims under the Trafficking Victims Protection Reauthorization Act (the "TVPRA") are barred.

AS AND FOR DEFENDANTS' TWENTY-FOURTH AFFIRMATIVE DEFENSE

285. To the extent Defendants did not compel or induce Plaintiffs to engage in labor with the use of force and/or by instilling fear in Plaintiffs, Plaintiffs' claims under the New York Trafficking Statutes are barred.

AS AND FOR DEFENDANTS' TWENTY-FIFTH AFFIRMATIVE DEFENSE

286. Because corporate liability does not exist under the TVPRA and the New York Trafficking Statutes, Plaintiffs' claims under such statutes against All Around and Ameri Freight are barred.

AS AND FOR DEFENDANTS' TWENTY-SIXTH AFFIRMATIVE DEFENSE

287. To the extent Defendants did not knowingly obtain the labor or services of Plaintiffs by means of actual or threatened force, physical restraint, serious harm, abuse of law or legal process, and/or by means of any scheme, plan, or pattern intended to cause Plaintiffs to believe that they would suffer serious harm or physical restraint if labor or services were not provided, Plaintiffs' claims under the TVPRA are barred.

AS AND FOR DEFENDANTS' TWENTY-SEVENTH AFFIRMATIVE DEFENSE

288. Plaintiffs' breach of contract claims are barred to the extent the contracts at issue are in violation of the statute of frauds.

AS AND FOR DEFENDANTS' TWENTY-EIGHTH AFFIRMATIVE DEFENSE

289. Plaintiffs' breach of contract claims are barred to the extent the contracts at issue are too indefinite to be enforceable.

AS AND FOR DEFENDANTS' TWENTY-NINTH AFFIRMATIVE DEFENSE

290. Plaintiffs' breach of contract claim is barred to the extent any prerequisites to performance and/or conditions precedent to performance of the contracts at issue have not been met.

AS AND FOR DEFENDANTS' THIRTIETH AFFIRMATIVE DEFENSE

291. The damages sought by Plaintiffs in this action are speculative.

AS AND FOR DEFENDANTS' THIRTY-FIRST AFFIRMATIVE DEFENSE

292. Plaintiffs' claims of retaliation are barred to the extent Plaintiffs failed to make any complaints that constitute a protected activity under the NYLL.

AS AND FOR DEFENDANTS' THIRTY-SECOND AFFIRMATIVE DEFENSE

293. To the extent Plaintiffs failed to make a good faith and diligent effort to mitigate their purported damages and injuries, should any relief be awarded to Plaintiffs, the amount of such relief should be reduced.

AS AND FOR DEFENDANTS' THIRTY-THIRD AFFIRMATIVE DEFENSE

294. Any conduct by Defendants towards Plaintiffs was insufficient to allow recovery of punitive damages.

AS AND FOR DEFENDANTS' THIRTY-FOURTH AFFIRMATIVE DEFENSE

295. Plaintiffs' claims of fraud are barred to the extent Defendants failed to make any misrepresentation or material omission to Plaintiffs which was false and known to be false by Defendants.

AS AND FOR DEFENDANTS' THIRTY-FIFTH AFFIRMATIVE DEFENSE

296. Plaintiffs' claims of fraud are barred to the extent Defendants failed to make any misrepresentation or material omission to Plaintiffs for the purpose of inducing Plaintiffs to rely upon it.

AS AND FOR DEFENDANTS' THIRTY-SIXTH AFFIRMATIVE DEFENSE

297. Plaintiffs' claims of fraud are barred to the extent Plaintiffs failed to justifiably rely on any misrepresentation or material omission made by Defendants.

WHEREFORE, it is respectfully requested that the Complaint be dismissed in its entirety, with prejudice, and that Defendants be awarded their reasonable attorney's fees and such other and further relief as the Court deems just and proper.

Dated: March 4, 2019
Woodbury, New York

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